

**Town of Yountville**  
**Resolution Number 24-4261**

**Approving Amendment Number Five to Napa County Agreement 170880B with the Sheriff Department for Provision of Law Enforcement Services between the County of Napa and the Town of Yountville**

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**Recitals**

- A. The Town of Yountville has previously approved Napa County Agreement 170880B for provision of law enforcement services on January 19, 1992; as amended on December 13, 1993, on July 25, 1995, on August 26, 1997, on June 23, 1998, on July 6, 1999, on July 11, 2000, on July 17, 2001, on July 16, 2002, on June 5, 2007, on April 19, 2011, on March 18, 2014 on April 18, 2017 and most recently on April 21, 2020;
- B. The current agreement between the Town of Yountville and the Napa County Sheriff Department for provision of law enforcement services expires on June 30, 2024.
- C. The Town of Yountville has determined that it is more cost effective to contract with the Napa County Sheriff Department rather than to operate its own standalone police department.
- D. The Town desires to continue to contract with Napa County for the performance of law enforcement services within the Town limits and the County agrees to subcontract with the Town to perform such law enforcement and related services. Such agreements are authorized by California Government Code Section 51300 et seq.
- E. The Town and County have completed negotiations and reached mutually agreeable terms to renew the agreement to provide law enforcement services in a turn-key manner for a fixed price for Fiscal Years 2024/2025, 2025/2026, 2026/2027, and 2027/2028 with the contract expiring as of June 30, 2028 with agreed upon terms and conditions as set forth in Amendment Number five to County of Napa Agreement 1841.

**Now therefore, the Town Council of the Town of Yountville does resolve as follows:**

- 1. Approves Amendment Number 5 to Napa County Agreement 170880B, a copy of which is attached and hereby made a part of this resolution.
- 2. The Town Manager is directed to execute and administer the provisions of this agreement.
- 3. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 7th day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Margie Mohler, Mayor

ATTEST:

\_\_\_\_\_  
Hilary Gaede, Acting Town Clerk



## NAPA COUNTY OFFICE OF SHERIFF-CORONER

1535 AIRPORT BOULEVARD  
NAPA, CALIFORNIA 94558-6292  
(707) 253-4501

Oscar Ortiz  
Sheriff - Coroner

Commitment to Community

### MEMORANDUM

To: Brad Raulston, Yountville Town Manager  
From: Oscar Ortiz, Napa County Sheriff

Date: 02/14/2024

Re: Law Enforcement Services Agreement Options

#### Background and History:

As you know, the Town of Yountville has always contracted with the County of Napa Sheriff's Office for Law Enforcement Services. The relationship between the Town and the Sheriff's Office has been, and remains, strong. There have been different contract models throughout this relationship, ranging from "actual cost" billing, wherein the Sheriff's Office tracked all calls for service time spent, patrol time spent, detective time related to the Town spent, and then billed the town for those services. This is not only administrative tedious and difficult to manage, it is also nearly impossible for the Town to forecast and budget. The Law Enforcement Services Agreement (contract) later grew to add a Full Time Employee(FTEs), dedicated to performing law enforcement duties inside the town. Both the Town and the Sheriff's Office saw the benefit of having fulltime, dedicated law enforcement personnel to serve the residences, businesses, and visitors of the Town. The benefit, beyond faster response times, included relationship building, town issues knowledge, and access to local law enforcement for all. Eventually, the contract was amended increase FTEs to a Sergeant (Supervisor) plus two Deputies.

In the current Agreement, which was started in 2007, the contract included this staffing model (1 Sergeant, 2 Deputies), and went to a "fixed-cost" model. The benefit of a fixed cost contract is that it makes budgeting for law enforcement services easier to forecast. That initial agreement, however, did have cost increases for the next two years of 12%. Since 2007, there have been additional amendments and today's agreement has a staffing of 1 Sergeant and 3 Deputies (increased by 1 deputy since 2007).

#### Current Agreement and proposal:

Forecasting the Sheriff's Office true salary cost can be difficult and similarly to weather forecast or economic forecast, the further out we forecast the less accurate we tend to get.

As an example, the most recent Amendment to the Agreement, Amendment 4, had what can best be described as a "True-up" of 13.5% in its first year (FY20-21). The following three years had modest increases of 2.35%, 3.14%, and 3.1%. During the life of the current four year agreement, however, actual salary cost have gone up due to new labor agreements and Cost of Living Adjustments, in addition to increased insurance cost for both General Liability and Workers Compensation Insurance (premiums are going up for everyone).

As we discuss the next four year agreement, we are once again looking at a significant "True-up" adjustment, similar to past amendments. For FY24-25, this "True-up" increase is 16.75%. We are proposing an increase of 3.14% for FY25-26, 3.53% for FY26-27, and 3.53 for FY27-28. (see figure 1). Of note, the County of Napa and the Deputy Sheriff's Association (DSA) will begin negotiations for the next labor contract next year. Depending on the comparative agency salary surveys in what is becoming a highly competitive market, it could mean higher salary expenses and another "true up" at the end of this four year agreement.

#### Proposed Options:

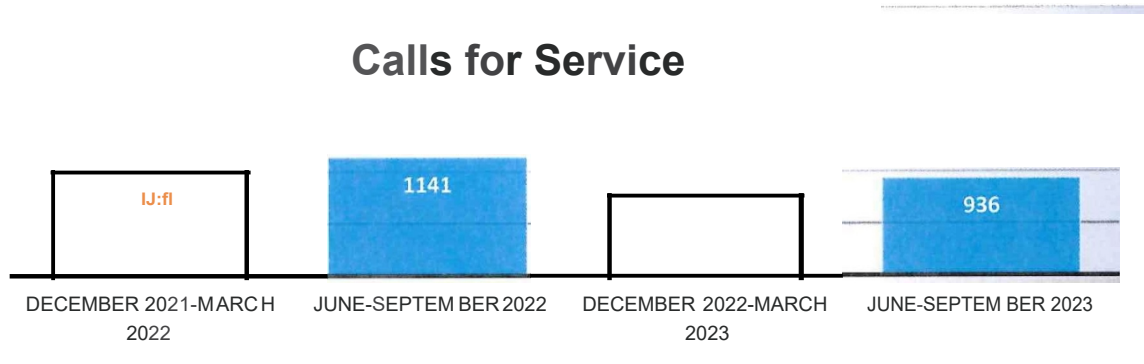
We understand the challenges that a 16.75% increase poses to the Town. For that reason, we are also proposing a couple of options.

OPTION 1: We can re-distribute this increase over the four year life of the amendment, and instead have an increase of 8.14% in FY24-25, 8.5% in FY25-26, 8.5% in FY26-27, and 8.5% in FY27-28. Keep in mind that while more modest annual increases are easier to digest, they do lend themselves to higher "True-up" increases similar to what we have seen historically in our Agreements and Amendments.

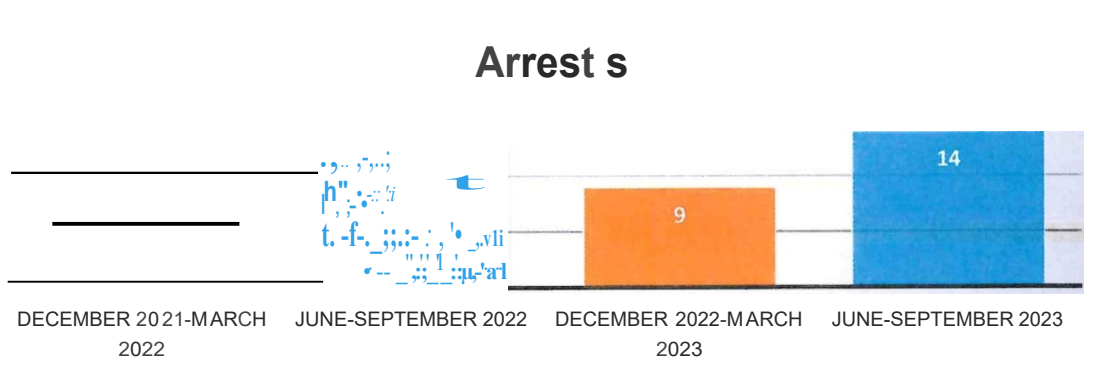
OPTION 2: Due to our organization currently being short staffed, and all of our best recruitment forecasting estimates point to more retirements, attrition, and limited hiring pool for recruitment to keep up, we anticipate we will still have sworn vacancies at the Sheriff's Office during Fiscal Year 24-25. We suspect we will not be at full staffing in Fiscal Year 25-26, but that is more difficult to predict. Looking at law enforcement activity in the Town, to include Calls for Service (CFS), Arrest, and Reports Taken, we have identified that there is a slight "slow season" during the months of December, January, February, and March (see bar graphs below). If the Town wishes to reduce FTE from 1 Sergeant and 3 Deputies, down to 1 Sergeant and 2 Deputies, during these four months, for FY24-25 and FY25-26, the Town would see an overall reduction in cost over the life of the contract of \$181,354, or just under 3% (2.9934%). The annual increases to the agreement would be 1.11% in FY24-25, 8.88% in FY25-26, \*15.63% in FY26-27, and 8.5% in FY27-28/ The reason for the jump in FY26-27 is because it assumes the Napa Sheriff's Office is back to full staffing and we would be unable to absorb the winter time deputy from the Town. This, as with any term in the agreement, could be amended at a time closer to FY26-27, when we could better forecast staffing levels. See below:

	FY23-24					
Original Calculations	\$ 1,271,120	1,483,996	1530623	1,584,631	1,640,000	
		16.75%	3.14%	3.53%	3.53%	
Redisributed Contract Increase		1374,552	1,491,389	1,618,157	1,755,701	6,239,800
		8.14%	8.50%	8.50%	8.50%	
Re-calculated Cost • Reduction In 4 Months		1,285,215	1,399,372	1,611,157	1,755,101	6,058,446
		1.11%	8.88%	15.6%	8.50%	
Total		29,337	27,017	27,017	27,017	181,354
						2.9934% Savings Overall

It is difficult to measure data, or metrics, related to having one less FTE Deputy dedicated to the Town during the winter months. One data point is Calls for Service (CFS), but it should be noted that our automated dispatch system captures documented patrol checks, a frequent function during dark winter months, as a CFS (picture a patrol deputy checking doors, parking lots, etc). As with all crime prevention, there is no accurate way to measure how much crime is averted and deterred by the mere presence and frequency of checks by patrol officers. Figure CFS graph below, however, does show a reduction in CFS during winter months:

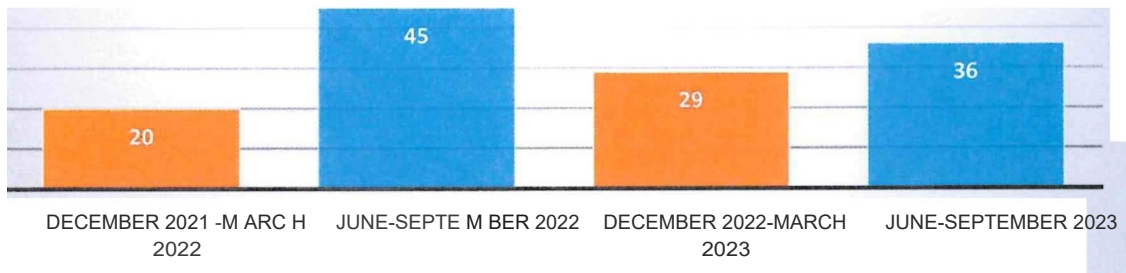


Another data point to measure is number of arrest. As mentioned above, uniformed patrol dissuades and prevents crime, and those uniformed patrol activities sometime result in arrest of people involved in suspicious or criminal behavior (people with warrants, people under the influence of drugs, DUI drivers, etc). Overall arrest numbers for the Town are not big, so it's difficult to draw inferences from comparisons, but the data is available nonetheless, in chart below.



Lastly, the number of reports taken is a good indicator of busy versus slow periods. Reports can vary from traffic collisions, informational reports, Part 1 crime reports, or property crime reports, among others. See chart below:

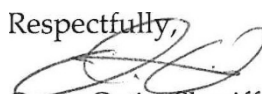
### Reports Taken



Unlike the Fire Service, "response times" are not a predictable measurement for services performed. The firefighters typically respond from a fixed point (the firehouse), while law enforcement responds from wherever they are currently patrolling at, when the calls come in. In the Town, however, because it is so geographically small, when Yountville dedicated deputies are staffing the Town, the response times are typically going to be very fast. One consideration with this reduced staffing option is that the Napa Sheriff's Office will still be available to respond to calls for service when there isn't a Yountville Deputy staffing the Town, but that Sheriff's Deputy could be coming from a different part of the overall County, so the response time could be longer than the Town has become accustomed to. The non Yountville patrol deputies who are currently assigned to the Valley Patrol Bureau, would be responsible for handling calls for service in the Town whenever a Yountville dedicated deputy is off shift. These deputies would also be responsible for driving through the town and providing patrol checks, although they wouldn't have the town knowledge that the dedicated Yountville deputies might have.

As we discussed, this reduced staffing model is only available because of current staffing shortages. The cost savings to the Town may or may not make sense versus the cost of having one less deputy dedicated to working in the Town, but we want to give you the options.

As always, please call me with any questions.

Respectfully,  
  
Oscar Ortiz, Sheriff